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RUTGERS UNIVERSITY

A G R E E M E N T

Between

Middlesex County Board of Chosen Freeholders

THE COUNTY OF MIDDLESEX

-and-

MIDDLESEX COUNCIL NO. 7

NEW JERSEY CIVIL SERVICE ASSOCIATION

X July 1, 1985 - June 30, 1986

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THIS AGREEMENT made the        day of       , 1985, between  
the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of  
Chosen Freeholders (hereinafter referred to as the "Employer"),  
and MIDDLESEX COUNCIL NO. 7, NEW JERSEY CIVIL SERVICE ASSOCIATION  
(hereinafter referred to as the "Union");

WHEREAS, the Union has been selected as the bargaining agent  
for the employees defined in section 1 in accordance with the  
Public Employer-Employee Relations Act, as amended, and said  
Union has been certified as such by the Public Employment  
Relations Commission; and

WHEREAS, the Union and the Employer have engaged in  
negotiations;

NOW THEREFORE, subject to law as herein provided, and in  
consideration of the following mutual promises, covenants and  
agreements contained herein, the parties agree as follows:

1. RECOGNITION

A. The Employer hereby recognizes the Union as the exclusive bargaining agent for the unit which includes all job classifications and job titles contained in the 1984 "Compensation Schedule" as amended, which is attached hereto and made a part hereof (hereinafter sometimes referred to as the "Unit"). Confidential and professional employees are excluded from the Unit.

B. There shall not be excluded from the Unit job classifications or job titles where by established procedures, prior agreements, or special circumstances, the Employer has recognized the Union as the exclusive bargaining agent for the employees serving in said job classifications or job titles.

C. The Unit includes permanent supervisors for both white collar and blue collar employees, as recognized past practice.

## **2. NON-DISCRIMINATION**

The Employer is committed to basing judgments concerning employees solely on their qualifications, abilities, and performance. Neither party to this Agreement shall discriminate against and the Employer shall not discharge, demote, discipline, reassign or transfer any employee because of race, sex, age, nationality, creed, color, religion, marital status, handicap, political or union affiliation, or lawful Union activity. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement, in addition to any other remedy provided by law.

### 3. UNION REPRESENTATIVES - RIGHTS AND PRIVILEGES

A. The Union shall have the right to designate such of its members (which shall not exceed 55) as it, in its sole discretion, deems necessary to act as Stewards. Such Stewards and any other authorized Union representatives shall not be discriminated against due to their legitimate Union activities.

B. Union Officers and Stewards, in cooperation with the Employer, shall have the right to enter upon the premises of the Employer during working hours, with no loss in pay, for the purpose of conducting normal duties relative to the enforcement and policing of this Agreement, so long as such visits do not interfere with proper service to the public.

C. The Union shall furnish to the Employer a list of duly elected or appointed Stewards within ten (10) days after their election or appointment. Stewards shall not be transferred or reassigned to another location without ten (10) days prior notice in writing to the Union, and the reason for the transfer must also be given to the Union, and such transfer shall be subject to the grievance procedure, and such transfer, if grieved, shall not be made until such grievance is finally adjudicated, or settled at arbitration as the case may be.

D. A Steward may arrange to check time cards, time books and time sheets at reasonable times, so long as there is no interference with proper service to the public. An employee may

arrange with the supervisor to check his or her time card, time book or time sheets, at any reasonable time.

E. The Employer agrees to promptly make available to the Union all public information concerning the County of Middlesex, including but not limited to financial statements, debt statements, annual audit reports, annual budget, pertinent to any particular case, together with all information which may be necessary for the Union to process any grievance, unfair practice charge, disciplinary hearing, arbitration or complaint. All such information shall be updated upon reasonable request. All requests shall be made through the Personnel Director.

F. Whenever any representative of the Union or any employee is required by the Employer or the Union to participate during working hours in contract negotiations, grievance procedures, arbitration hearings, disciplinary hearings, unfair practice charges, or formal conferences within the County complex, the employee shall suffer no loss in pay.

G. PERC attendance shall not exceed three (3) Union representatives with no loss in pay.

H. The Union shall have the continued use of bulletin boards and mailboxes.

#### 4. DUES CHECKOFF

A. The Employer shall deduct Union dues from the earnings of each Union member provided the employee executes a written authorization for such dues deduction. The Employer shall deduct the sum of three dollars (\$3.00) from twenty-four (24) of the Union members' twenty-six (26) paychecks in each calendar year, for a total sum of seventy-two dollars (\$72.00) per year or such other sum as is approved by the Union in its sole discretion from time to time. The Employer shall continue to deduct said dues until an employee resigns as a member of the Union in accordance with the Union's By-Laws or other rules, and written notice thereof is sent to the Employer by the Union.

B. Any member of the Union desiring to resign from the Union shall be permitted to do so only on two (2) specific occasions during the calendar year, i.e., on January 1st or July 1st. This request must be in writing to the President of the Union and the Employer's Comptroller.

C. The Employer shall deduct a representation fee in lieu of dues from each employee who is not a member of the Union but who is covered by this Agreement. The Employer shall deduct the sum of two dollars and fifty-five cents (\$2.55) from twenty-four (24) of the non-member employees' twenty-six (26) paychecks in each calendar year, for a total sum of sixty-one dollars and twenty cents (\$61.20) per year or such other sum in the amount of eighty-five percent (85%) of the Union dues as is approved by the Union, in its sole discretion from time to time.

D. The Union has established and maintains a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.5, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.5, as amended.

5. HOURS OF WORK

A. Except where white collar employees work different hours pursuant to past practice, the work hours for the white collar unit shall be 8:30 a.m. to 4:15 p.m., with forty-five (45) minutes for lunch (constituting a 35 hour work week), and these hours are to remain in effect until mutually changed. Either party has the right to request a change, and such request is to be the subject of negotiations. All other employees shall work forty (40) hours per week.

B. Employees working in the field or on the road travelling from their regular designated work locations shall compute their hours of work on a portal to portal basis.

## **6. OVERTIME**

A. Employees requested or scheduled to work beyond their regularly scheduled workday shall be paid at the rate of time and one-half (1½) in pay for all hours worked beyond their regularly scheduled workday, except that the rate of pay may increase as hereinafter provided.

B. Employees requested or scheduled to work in excess of the normal work week and/or the sixth or seventh consecutive day, shall be paid at the rate of time and one-half (1½) in pay for all overtime hours worked, in excess of the normal work week and/or the sixth or seventh consecutive day.

C. If an employee does not give five (5) working days prior notice of taking a vacation day and is scheduled to work on a Saturday or Sunday, or on a sixth or seventh consecutive day in the week that a vacation day is taken, then that employee shall be paid at the straight time rate for those overtime hours worked, except as follows: If an employee is ill, or if an employee requests a vacation day in the same work week that the employee is later scheduled or requested to work on Saturday or Sunday, or on a sixth or seventh consecutive day in the week, by a Department Head or his/her designee, the employee shall be paid at the rate of time and one-half (1½) in pay for the overtime hours worked.

D. Except as provided in Section 6(E), employees scheduled to work on a holiday shall be paid their regular day's pay plus

an additional rate of time and one-half (1½) in pay for all hours worked on the holiday, but shall not also receive a compensatory day.

E. Notwithstanding any other provision of this Agreement to the contrary, employees scheduled to work on New Year's Day, July 4th or Christmas Day shall be paid their regular day's pay plus an additional rate of double time in pay for all hours worked on those holidays, but shall not also receive a compensatory day.

F. Overtime shall be scheduled on an equalized basis where such work is in the nature and normal routine of the job.

G. Any hour worked and paid for at an overtime rate shall not be pyramided or used again for computing pay in excess of the normal work week or for any other pay.

H. If an employee is called back to work by any Department Head or his/her designee, after working his or her regularly scheduled workday, and reports to work, the employee shall receive a minimum of four (4) hours pay at the rate of time and one-half (1½) in pay, regardless of the actual time worked. However, if the "call in" occurs on a holiday, the employee shall receive a minimum of four (4) hours pay at the applicable holiday rate of pay, regardless of the actual time worked.

I. "Call in" time begins when an employee reports on the job. If an employee who is "called in" works in excess of four hours, then he or she shall be paid at the rate of time and one-half (1½) in pay, or at an applicable holiday rate of pay, for all hours worked.

J. A written schedule shall be posted at all times, and kept current indicating the overtime hours worked by each employee in the respective departments.

K. An employee may request to receive compensatory time for overtime hours worked in lieu of overtime compensation. Compensatory time shall be computed on the same basis as overtime or holiday compensation. (Example: if an employee is entitled to one and one-half ( $1\frac{1}{2}$ ) times in pay, then the compensatory time off shall equal one-half ( $\frac{1}{2}$ ) times the number of overtime hours worked.) However, the employee's Department Head shall retain the final authority whether to grant compensatory time.

L. An employee who is assigned to work in a higher title by a Department Head or his/her designee shall be paid an additional fifty cents (\$.50) per hour over his or her existing salary, or the minimum hourly compensation of the higher title, whichever is greater, for each hour worked in the higher title.

## 7. WAGE AND PAY PERIODS

A. Commencing June 23, 1985, all eligible employees as defined in section 8 (hereinafter "eligible employees") shall receive a wage increase equivalent to one (1) increment for that employee's salary range as defined in the current "Compensation Schedule N.J.C.S.A. Council #7, January 1, 1984", (hereinafter the "Compensation Schedule") and said increment shall be added to the employee's current annual salary so that each eligible employee is advanced one (1) salary step in their salary range. This wage increase shall be permanently added to each employee's annual salary for future years' computations.

B. On December 22, 1985, the current "Compensation Schedule" shall be amended by adding two (2) salary steps to each salary range so that the maximum annual salary for each salary range shall be increased by an amount equal to two (2) increments. The current "Compensation Schedule" shall also be amended by eliminating the first salary step in each salary range so that the new minimum salary for each salary range shall be equivalent to the second salary step for each salary range of the original "Compensation Schedule."

C. Effective December 22, 1985, all eligible employees except employees whose annual salary is equal to or more than the maximum annual salary for the employee's salary range as listed on the "Compensation Schedule", as amended in subsection B, shall receive a wage increase equivalent to one (1) increment for that

employee's salary range as defined in the "Compensation Schedule", as amended, and said increments shall be added to the employee's current annual salary, so that each employee is advanced one (1) salary step in their salary range. This wage increase shall be permanently added to each employee's annual salary for future years' computations.

D. Effective December 22, 1985, all eligible employees whose annual salary is equal to or more than the maximum annual salary for that employee's salary range as listed in the "Compensation Schedule", as amended, shall receive a lump sum payment equal to the amount of one (1) increment for that employee's salary range. It is understood and agreed that this lump sum payment will not be added to the annual salary of the employees at or over their maximum annual salary, but said annual salary shall remain unchanged until May 22, 1986, when it shall be increased as provided as in subsection F.

E. Effective December 22, 1985, all eligible employees whose annual salary is less than the minimum annual salary for that employee's salary range pursuant to the "Compensation Schedule", as amended, shall receive a wage increase equal to that sum necessary to be added to their then current salary so that the new salary shall be equivalent to the minimum for that salary range. However, in no event shall such employees receive a wage increase less than the equivalent of one (1) increment.

F. Effective June 22, 1986, all eligible employees shall receive a wage increase equivalent to one-half (1/2) of an

increment for that employee's salary range as defined in the amended "Compensation Schedule" and said one-half (1/2) increment shall be added to the employee's then current annual salary so that each employee is advanced one-half (1/2) salary step in their salary range. This wage increase shall be permanently added to each employee's annual salary for future years' computations.

G. Effective December 21, 1986, all eligible employees except employees whose annual salary is equal to or more than the maximum annual salary for the employee's salary range as listed on the "Compensation Schedule"; as amended, shall receive a wage increase equivalent to one (1) increment for that employee's salary range as defined in the "Compensation Schedule", as amended, and said increment shall be added to the employee's current annual salary so that each employee is advanced one (1) salary step in their salary range. This wage increase shall be permanently added to each employee's annual salary for future years' computations.

H. Effective December 21, 1986, all eligible employees whose annual salary is equal to or more than the maximum annual salary for that employee's salary range as listed in the "Compensation Schedule", as amended, shall receive a lump sum payment equal to the amount of one (1) increment for that employee's salary range. It is understood and agreed that this lump sum payment will not be added to the annual salary of the employees at or over their maximum salary, but said annual salary shall remain unchanged until it may be changed by a successor Labor Agreement.

8. WAGE INCREASE ELIGIBILITY

A. All employees in this bargaining unit being carried on the employer's payroll on the effective dates of wage increases listed in Section 7, or commence employment on or after those effective dates of wage increases, and all employees on approved leaves of absence on the effective dates of the wage increases shall receive the wage increases described in Section 7.

B. It is understood and agreed that employees who sever employment with the County who have not completed the period of full eligibility for lump sum payment, these employees will have a pro-rata pay deduction made from their last paycheck. This will reflect the employee's termination date related to the contractual provisions for monetary lump sum payment.

9. NEW EMPLOYEES

It is the intention of the Employer, in accordance with the Union, to start all new employees at the minimum for the salary range for that position. Exceptions to this policy and salary range changes if they should occur, will be communicated, reviewed and discussed with the Union President.

## **10. PROMOTIONS**

A. All promotions shall be made in accordance with Civil Service Rules and Regulations. All eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filed, and the vacancy shall be posted on all bulletin boards reserved for Union use.

B. No employee shall receive a pay cut on promotion.

C. All employees promoted by Civil Service certification or provisional appointment shall receive a higher salary calculated in the following manner: (a) the employee's salary under his or her old job title shall be increased by three (3%) percent and the employee shall then be placed on the next highest step in the new range compared to the old salary increased by three (3%) percent, or (b) the employee shall receive the minimum salary for the new position, whichever is greater.

D. An employee whose provisional appointment does not become permanent or who cannot be reached on a certified list of eligibles which names the employee as a provisional, will be returned to his or her next previous lower title and the salary for that title, including any negotiated wage increases for the original title.

E. All promoted employees who receive a new annual salary pursuant to this section shall also be entitled to receive all other wage increases as provided in section 7.

11. SHIFT DIFFERENTIAL

A. Employees who work a second shift shall receive an additional thirty cents (\$.30) per hour over the hourly rate for the first shift, and employees who work the third shift shall receive an additional thirty-five (\$.35) per hour over the hourly rate for the first shift.

B. Any such shift employee who works overtime shall receive shift differentials at the applicable overtime or holiday rate.

C. A first shift shall be defined to mean the hours of 7:00 a.m. to 5:00 p.m., or any reasonable variation thereof.

D. A second shift shall be defined to mean between the hours of 2:00 p.m. and 1:00 a.m., or any reasonable variation thereof.

E. A third shift shall be defined to mean between the hours of 11:00 p.m. and 9:00 a.m., or any reasonable variation thereof.

**12. SEASONAL EMPLOYEES (SUMMER HELP)**

A. Indirect benefits for seasonal employees will be limited to Workers' Compensation and those other benefits provided by law. Employees in this category will not receive vacation days, sick days, holidays, personal days, bereavement days, hospitalization, dental benefits or any other indirect contractual benefits.

B. Seasonal employees shall not work more than four (4) months per year. Such exceptions shall be limited to and in accordance with Civil Service Rules. Such exceptions shall be communicated to the Union's President.

C. Employees on lay-off shall be hired as seasonal employees first, prior to hiring new personnel.

13. LONGEVITY

A. All employees shall continue to be entitled to receive longevity payments which shall be based upon their salary as of December 31st of the previous calendar year, but in no event based upon more than \$20,000.00, commencing with the completion of the eighth (8th) year of service, as follows:

9 through 15 years of service	2%
16 through 20 years of service	4%
21 years and over	6%

B. The maximum base salary upon which longevity is based shall be \$23,000.00 effective December 22, 1985.

#### **14. MEDICAL BENEFITS**

A. All full-time employees and part-time employees who are normally scheduled to work more than twenty (20) hours per week and said employees' eligible families (as defined by the applicable medical insurance carrier) shall be covered at the Employer's sole cost and expense by Blue Cross-Blue Shield, Rider J and Major Medical, or equivalent coverage from RCHP or Healthways. The Employer may change the insurance carrier or elect to become self-insured, with the written approval of the Union so long as equivalent coverage, benefits and claims service are provided to all employees and their families, and the pre-existing medical conditions of current employees and their eligible families which were previously covered shall continue to be covered.

B. Several health maintenance organizations are available to the employees as alternatives to Blue Cross-Blue Shield, Rider J, and Major Medical. The Employer will contribute the same amount toward alternative coverage as is contributed toward traditional coverage, and each employee who elects RCHP or Healthways, shall be subject to a payroll deduction for any additional premium cost resulting from better coverage being selected.

C. All full-time and eligible part-time employees as defined in section 14(A), but not their spouses or families, shall be covered by the Great West Life Assurance Company Dental Plan, at the Employer's sole cost and expense. The Employer may change the insurance carrier or elect to become self-insured, with the

written approval of the Union, so long as equivalent coverage, benefits and claims service are provided to all employees and the pre-existing dental conditions of current employees which were previously covered will continue to be covered. Employees may elect to cover their spouse and/or children under the dental plan. For the 1985 and 1986 contract years, the Employer will contribute \$2.49 per month toward dependent coverage for each employee who elects the Modified Plan, and said employee will contribute \$6.91 per month. Similarly, the Employer will contribute \$10.32 per month toward dependent coverage for each employee who elects the Family Plan, and said employees will contribute \$28.62 per month. If the Great West Life Assurance Dental Plan shall expire during the term of this Agreement, the Union and the Employer shall negotiate terms and conditions concerning dental coverage and the insurance company.

D. All full-time employees, and eligible part-time employees as defined in section 14(A), and said employees' families shall be covered by a Drug Prescription Program at the Employer's expense. There will be a co-pay of \$1.25 per prescription by the employees.

E. Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, the Employer shall pay the premiums for Blue Cross-Blue Shield, Major Medical and Rider J coverage to all retired employees and their dependents, provided the employee has accrued twenty-five (25) years of credited service in a state or local administered retirement system.

F. All full-time employees, but not their spouses or families, who have been employed for more than sixty (60) continuous days, shall be covered by the Vision Care Program. Such employees are entitled to one reimbursement each during each two-year period. The reimbursement is limited to the following allowances:

Eye Examination	\$30.00
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Lenses and Frames combined -or- Contact Lenses	\$40.00
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G. Employees who are on approved medical leaves of absence will be granted a 90-day extension of medical coverage effective as of the date of their leave of absence. This shall be in accordance with the current County medical coverage policy.

15. HOLIDAYS

A. All full-time employees and part-time employees as defined in section 30, shall be entitled to the following paid holidays each calendar year:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Day Following Thanksgiving Day  
Christmas Day

B. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a day during an employee's vacation or bereavement time, he or she shall be granted an additional day off with pay.

C. All employees shall be entitled to any other holidays declared by the Board of Chosen Freeholders of Middlesex County.

D. Those employees who are employed in a seven-day operating facility will observe a holiday on the actual calendar day it occurs.

E. All full-time employees scheduled off on a holiday shall receive their regular day's pay, but shall not also receive a compensatory day.

F. Those employees who are on leave without pay during an occurring holiday, shall not receive pay for that said holiday.

G. Those employees with no credited sick, vacation or personal time who are absent without pay the day prior or the day after a holiday will not be compensated for that said holiday.

16. PERSONAL DAYS

A. All full-time employees shall have four (4) paid personal days in each calendar year for any personal purposes, in addition to all other leaves provided in this Agreement. Personal days may not be carried over from one calendar year to the following calendar year. Personal days may be taken on separate days or consecutively; however, the employee shall, whenever possible, give the Employer one (1) day notice for each personal day to be taken.

B. New employees shall accrue one (1) personal day at the end of each third (3rd) month of employment. Thereafter, each employee shall be credited with four (4) paid personal days on January 1 of each year. Payment for personal days shall be calculated on the basis of one (1) accrued personal day for each three (3) months of employment completed in the year said employment is terminated.

17. **BEREAVEMENT**

A. All full-time employees shall receive a maximum of three (3) working days leave with pay in the event of the death of his/her spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunt or uncle, or any other relative living in the immediate household. Bereavement leave is separate and distinct from any other leave time, and an employee shall be entitled to each three (3) working days leave for each eligible death which occurs, and shall be the three (3) working days next following the date of death.

B. Bereavement leave shall be communicated to the employee's Department Head or his/her designee by the employee.

C. If an employee is on vacation leave or sick leave, and an eligible death occurs, the vacation leave or sick leave shall terminate and bereavement leave shall apply.

## **18. VACATIONS**

A. All employees shall be granted vacation leave based upon the following schedule from the date they are hired:

<u>COMPLETED YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
Less than one year	One working day for each month of service.
One to Five years	Twelve working days during each year of service.
Six to nine years	Fifteen working days during each year of service.
Ten to twelve years	Sixteen working days during each year of service.
Thirteen to twenty years	Twenty working days during each year of service.
Twenty-one years or more	Twenty-five working days during each year of service.

B. A new employee shall accrue vacation leave on a month to month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro rata number of vacation days shall be immediately credited to the employee for the balance of the year ending December 31st. Thereafter, vacation days shall be credited to the employee on January 1 of each year.

C. Vacation leave shall be prorated for the last calendar year of employment. It shall be assumed that an employee shall remain in the service of the Employer for the full calendar year; or portion thereof from date of hire and is entitled to use all vacation time for that calendar year. If separation of employment occurs before the end of the calendar year and the employee has

used more than his or her pro rata number of vacation days, the per diem rate of pay for the excess vacation days shall be deducted from the separated employee's last paycheck(s). If separation of employment occurs before the end of the calendar year and the employee has used less than his or her pro rata number of vacation days, the per diem rate of pay for all unused vacation days shall be added to the employee's last paycheck(s).

D. Unused vacation days may be carried over for one (1) calendar year only.

E. Employees shall submit requests for vacation time no later than May 1st of each year, with first and second choices. Conflicts shall be determined on the basis of seniority. Vacation time need not be taken continuously. It is further agreed to and understood that the Employer shall review vacation requests and grant same in accordance with the needs of staffing. The Employer and his designated representative shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling.

F. Employees may elect to be paid in advance for vacation time provided fourteen (14) days prior written request is given to the Employer's designee. Payment shall be made on the last payday prior to the vacation. Advance vacation payment shall be limited to one payment per year, except in the event of an emergency.

19. SICK LEAVE

A. A new employee shall earn sick leave at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month on a month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st, based upon the above formula of one and one-quarter ( $1\frac{1}{4}$ ) days per month.

B. Thereafter, on January 1 of each year, all employees shall be credited with fifteen (15) days for that calendar year.

C. Sick leave shall be prorated for the last calendar year of employment. It shall be assumed that an employee shall remain in the service of the Employer for the full calendar year; or portion thereof from date of hire and is entitled to use all sick time for that calendar year. If separation of employment occurs before the end of the calendar year and the employee has used more than his or her pro rata number of sick days, the per diem rate of pay for the excess sick days shall be deducted from the separated employee's last paycheck(s).

D. Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

E. Sick leave shall accumulate year-to-year without limitation.

F. All other proper and authorized leaves of absence provided in the rules of the Department of Civil Service shall be recognized and constitute a part of this Agreement.

### YEARLY SICK TIME BUY OUT

At the end of each calendar year, an employee may option to apply for and receive cash payment for sick days credited and not used during the current year.

Payment may be made in the amount of one day's pay for every three days credited and not used to a maximum of five days.

Employees having used five days of sick leave or less out of fifteen sick days credited per current year qualify for participation.

Employees having used six days of sick leave or more out of fifteen sick days credited per current year are not eligible for participation.

Eligible employees applying for sick time buy out will do so on December 15th of each current year by signing an authorization card provided by the County. Payment will be made in the second payroll period of the succeeding year.

## **20. INJURY LEAVE**

A. Whenever an employee is injured or disabled as a result of or arising out of his or her employment so as to be physically unfit for his or her duty, the Board of Freeholders may adopt a resolution granting up to one year's leave of absence with pay. Such leave shall not be chargeable to sick leave. Prior to the passage of such resolution, the Employer's Board of Freeholders shall be satisfied by a certificate of a physician as to the degree of injury or disability, and shall enter into a contract with the employee to reimburse the Employer out of the monies he or she may receive as workers' compensation, temporary benefits, or legal settlement arising out of his or her injuries.

B. Paid holidays occurring during a period of injury leave shall not be charged to injury leave.

C. All of the requirements of N.J.S.A. 34:15.1 shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an injury leave as more fully set forth in the Codified General Resolutions of the County of Middlesex 4A-12.6 or any amendment or supplement thereto.

**21. ACCUMULATED SICK TIME PAYOFF UPON DEATH OR RETIREMENT**

A. All employees shall be entitled, upon retirement, to receive a lump sum payment, as supplemental compensation, in an amount equal to one-half ( $\frac{1}{2}$ ) of the employee's daily rate of pay at time of retirement for every full day of earned and unused accumulated sick leave.

B. The maximum payment may not exceed the sum of \$12,000.00.

C. If an employee with at least 25 years of credited service shall die, the Employer shall make payment in accordance with the provisions of section 21(A) to the employee's estate.

**22. JURY DUTY**

Should an employee be obligated to serve as a juror, he or she shall receive full pay from the Employer for all time spent on jury duty. All renumeration, except travel allowance, received by the employee from the court for serving as a juror shall be assigned to the Employer.

23. BREAKS

Each employee shall be entitled to one (1) fifteen (15) minute break for each half-day period of work (morning and afternoon shall each be considered a half-day period of work and equivalent periods for shift work shall be also considered half-day periods of work).

#### **24. GRIEVANCE PROCEDURE**

A. A grievance is defined as any dispute between any employee and the Employer or the Union and the Employer concerning the application or interpretation of this agreement, or a claimed violation, misapplication or misinterpretation of any rules, regulations, policies, decisions or orders affecting an employee's terms or conditions of employment. The Union Grievance Committee shall be recognized as the representative for presenting an employee grievance from initial filing to conclusion of the grievance in accordance with the following procedure:

Step 1. The Union shall present the employee grievance or dispute to the employee's immediate supervisor within ten (10) working days of its occurrence, or within ten (10) working days after the employee becomes aware of its occurrence. The supervisor may, in his or her discretion, respond orally or in writing, within three (3) working days, and any written response shall consist of a factual report of the grievance or dispute but shall not include any statement of position or policy.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Union Grievance Committee to the Department Head within five (5) working days after the supervisor's response is due in Step 1. The Department Head shall respond to the Union Grievance Chairperson in writing within five (5) working days thereafter.

Step 3. If the grievance is still not settled, it shall be presented by the Union Grievance Committee to the Personnel Director, or his/her designee, in writing within seven (7) working days after the response of the Department Head is due in Step 2. The Personnel Director, or his/her designee, shall respond in writing to the Union Grievance Chairperson within ten (10) working days thereafter. The Union may request a meeting with the Personnel Director, or his/her designee, to discuss the grievance prior to the decision of the Personnel Director, or his/her designee.

Step 4. If no settlement of the grievance has been reached, then either the Union or the grievant may move the grievance to arbitration within thirty (30) days of receiving the answer from the Personnel Director.

B. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort will be made to expedite the processing of the grievance. The Employer and the Union may mutually agree to extensions of time to process a grievance. Failure to move a grievance to the next step will be considered a withdrawal of the grievance. The Employer's failure to respond to a grievance shall be considered a denial of the grievance at that step.

C. Employee grievances shall be presented on the existing approved grievance forms.

D. It is understood that employees must sign their individual grievances. Grievances without an employee's signature shall not be accepted or processed.

E. A group or policy grievance shall be directly submitted at the Step 3 level to the Personnel Director, or his/her designee.

## **25. ARBITRATION**

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished. An arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, such statutes and New Jersey Administrative Code Regulations as may be in effect which may be pertinent and render an award in writing which shall be advisory. The cost of the arbitrator's fee shall be shared equally by the Employer and the Union, (or the employee if the Union does not pursue arbitration on the employee's behalf). Time extensions may be mutually agreed to by the Employer and the Union.

## 26. DISCIPLINE

A. The Employer shall apply the following principles of corrective discipline for employees covered under the terms of this Agreement with respect to recurring minor offenses of the same nature as more fully set forth in N.J.A.C. 4:1-16.7, but not limited to, are outlined as follows:

### First Offense: Oral Warning

Given by a supervisor to the employee in the presence of a Union representative and clearly stating all the reasons for the warning. Notation of this warning shall be made in the employee's personnel file.

### Second Offense: Written Warning

Given by a supervisor with agreement of the employees' Department Head or next higher level of authority. The notice shall clearly state all the reasons for the warning. One copy of the written warning shall be given to the employee, one copy supplied to a Union representative, and one copy shall be placed in the employee's personnel file.

### Third Offense: Written Warning

Given by the supervisor with agreement of the Department Head or next higher level of authority. The notice shall clearly state all the reasons for the warning. One copy of the written warning shall be given to the employee, one copy supplied to a Union representative, and one copy shall be placed in the employee's personnel file.

**Fourth Offense: One Day Suspension**

Given by the employee's Department Head based on recommendation of the supervisor. A one day suspension without pay shall serve as a warning to the employee of the seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee using Civil Service form 379, to a Union representative, and one copy shall be placed in the employee's personnel file.

**Fifth Offense: Three Day Suspension**

Given by the employee's Department Head. A three day suspension without pay shall serve as a further warning to the employee of the seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee using Civil Service form 379, to a Union representative, and one copy shall be placed in the employee's personnel file.

**Sixth Offense: Five Day Suspension**

Given by the Department Head. A five day suspension without pay will serve as a final warning to the employee of the continued seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee using Civil Service form 379, to a Union representative, and one copy shall be placed in the employee's personnel file.

B. Any employee who receives a written warning for a minor offense or who is given a suspension for a minor offense shall have a copy of the action taken, placed in his or her personnel file where it will be kept for a period of one year next following the action taken, providing that no reoccurring minor disciplinary action was taken within the same one (1) year period. If there is another minor disciplinary action taken within the same (1) year period, the copy of the action taken shall remain in the employee's file until such time that there is a period of one (1) year without minor disciplinary action being taken, at which time the record of minor discipline shall be removed from his or her personnel file.

C. The Employer may suspend without pay or with reduced pay, fine or demote an employee due to inefficiency, incompetency, misconduct, negligence, insubordination or for other sufficient cause; however;

(i) An employee who shall be suspended, fined or demoted more than three times in any one year (one year being from date of first suspension, fine or demotion to one year therefrom), or more than five days at one time, or for a period of more than fifteen (15) days in the aggregate in any one year shall be served with written charges and have the right to appeal the last disciplinary action to the Civil Service Commission;

(ii) The Commission shall have the power to revoke or modify that action of the Employer except that removal from service shall not be substituted for a lesser penalty;

(iii) The Employer shall notify the employee and the Department of Civil Service of the reasons for the suspension, fine or demotion regardless of the extent or duration of the disciplinary action;

(iv) No suspension shall exceed six months.

D. A permanent employee in the classified service may not be removed except for just cause upon written charges. Notice of the removal shall be sent to the employee on the form prescribed by the Civil Service Commission and a copy of said notice shall be sent to the Civil Service Department and the Union at the same time. A provisional or temporary employee may be terminated at any time at the discretion of the Employer. A provisional or temporary employee who has been terminated shall have no right of appeal to the Civil Service Commission.

E. Any of the following shall be cause for removal from the Employer's service, although removals may be made for sufficient causes other than those listed:

1. Neglect;
2. Incompetency or inefficiency;
3. Incapacity due to mental or physical disability;
4. Insubordination or serious breach of discipline;

5. Intoxication while on duty;
6. Chronic or excessive absenteeism;
7. Disorderly or immoral conduct;
8. Willful violation or any of the provisions of the Civil Service statutes, rules or regulations or other statutes relating to the employment of public employees;
9. The conviction of any criminal act or offense;
10. Negligence of or willful damage to public property or waste of public supplies;
11. Conduct unbecoming an employee in the public service; or
12. The use or attempt to use one's authority or official influence to control or modify the political action of any person in the service, or engaging in any form of political activity during working hours.

F. Any suspension, fine, demotion, or disciplinary act taken against an employee shall be subject to the grievance and arbitration procedures herein.

G. Permanent employees and employees in their working test period shall have the right to a departmental hearing in every disciplinary action involving a permanent employee where the contemplated penalty may be:

1. Removal;

2. Suspension or fine of more than five days at one time. The last suspension or fine of an employee for five days or less shall be reviewable where an employee's aggregate number of days suspended or fined in any one calendar year is 15 days or

more. Where an employee receives more than three suspensions or fines of five or less days in a calendar year, the last suspension or fine is reviewable;

3. Disciplinary demotion;
4. Good faith of a layoff; and
5. Release at the end of the working test period for unsatisfactory performance.

H. Such departmental hearing shall be commenced as soon as possible and not later than thirty (30) days after service of a copy of the charges upon the employee.

**27. ADHERENCE TO CIVIL SERVICE RULES**

The Employer and the Union agree that all rules promulgated by the New Jersey Department of Civil Service concerning any matter not specifically covered in this Agreement shall be binding upon them.

**28. SEVERABILITY CLAUSE**

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall remain in full force and effect.

B. If a provision is held invalid, the Employer and the Union shall re-negotiate a replacement provision that shall supersede the invalid provision. Said re-negotiation shall commence no later than thirty (30) days following the holding that the provision is invalid.

## **29. ECONOMY LAYOFFS**

The Employer agrees that in the event of employee layoffs for bona fide economy reasons with good faith demonstrated on the part of the Employer to the Union, same shall be on the basis of seniority, beginning with temporary help, then provisional employees, and last, permanent employees, according to procedures specified in the Civil Service Rules. In no instance shall permanent employees be laid off and part-time employees retained. In all cases, the Employer shall provide proper written notice to permanent employees to be laid off, as well as the Union, forty-five (45) days in advance as required by Civil Service Rules.

### **30. PART-TIME EMPLOYEES**

A. All part-time employees, whether permanent or provisional employees awaiting examination, (but not seasonal employees) shall be paid a salary based on the annual wage for the appropriate job classification as set forth in the adopted salary schedule, pro rata.

B. Each part-time employee shall earn one (1) day of paid vacation leave for each twenty-two (22) full days worked. For an eight hour per day employee, 22 days shall mean working 176 hours; and for a seven hour per day employee, 22 days shall mean working 154 hours.

C. Each part-time employee shall earn  $1\frac{1}{4}$  days of paid sick leave for each twenty-two (22) full days worked. For an eight hour per day employee, 22 days shall mean working 176 hours; and for a seven hour per day employee, 22 days shall mean working 154 hours.

D. Each part-time employee shall be paid for that portion of each holiday that he or she would have been scheduled to work on that day.

E. Each part-time employee shall be covered for all of the medical benefits included in section 14 of this Agreement, except vision care, if they are scheduled for and normally work twenty (20) hours or more each work week.

F. Part-time employees are not entitled to the following: Personal Days, Bereavement Days, and Longevity.

G. Each part-time employee must enroll in the Public Employees Retirement System if permanently appointed on or after January 2, 1955, or after completion of one year's service, and provided he or she earns at least five hundred dollars (\$500) a year and is paid in each quarter of the year.

### **31. RECLASSIFICATION SURVEY**

If the Employer requests a complete job title survey or reclassification survey of any job title covered by this Agreement from the Department of Civil Service, the Union shall be permitted to take an active part in the survey. The Employer shall notify the Union that a survey shall take place, request recommendations from the Union, and cooperate with the Union regarding said survey.

32. RULES OF EMPLOYER

All rules and regulations promulgated by the Employer for the proper and efficient operation of the employees shall be made known to all employees.

### **33. PERSONNEL FILES**

A. A separate personnel history file shall be established and maintained for each employee covered by this Agreement. Personnel history files are confidential records and shall only be maintained in the Middlesex County Personnel Director's offices.

B. Each employee shall have the right to inspect and review his or her own individual personnel file, upon request to the Employer. The Employer recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to copy, define, explain, or object to in writing to anything found in his or her personnel file, and this writing shall become a part of the employee's personnel file.

C. All personnel history files shall be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, except as provided in section 36(B). of this Agreement.

D. Employees shall receive a copy of each derogatory or disciplinary document being placed in his or her personnel file, within ten (10) days.

E. The files maintained by the County Personnel Director are the official personnel files for all employees. No other official file or personnel record will be maintained. However, it is agreed that a departmental reference file will be maintained for day-to-day reference.

#### **34. EMPLOYEE EXPENSES**

When the performance of any job requires the use of specialized equipment, such as rain gear, coveralls, and/or safety equipment; these shall be provided by the Employer at no expense to the employee. Those mechanics and repairmen who provide their own tools for use on County jobs, shall receive a comparable tool or cost replacement if their own personal tool is damaged, destroyed, stolen due to break-in or unusable because of fair wear and tear.

### **35. SAFETY**

- A. The Employer agrees to assure the safety and adequacy of all working areas and equipment provided for employee's use.
- B. The Employer shall continue to appoint members of the Union to the Safety Committee so that there are three (3) Union members on the Safety Committee at all times.
- C. Where safety equipment is provided, it is the responsibility of the employee to utilize such equipment.
- D. Employees shall report all safety hazards and equipment defects to their immediate supervisor, who shall have the responsibility to inspect and correct such hazards or defects. If the problem is not resolved, the employee may contact a member of the Safety Committee for appropriate action.

**36. MEAL REIMBURSEMENT**

A. Each employee required to work through a supper or other meal period shall be entitled to a meal reimbursement allowance of six dollars (\$6.00) per meal. The supper or other meal period shall commence when the employee has worked a minimum of ten (10) hours.

B. If an employee continues to work after concluding an additional eight (8) hour overtime shift, he or she shall be entitled to another meal reimbursement allowance of six dollars (\$6.00) at the start of the following shift.

37. UNIFORMS

It is understood and agree that in the event any Department Head determines that his/her employees shall be dressed in uniforms, that Department Head shall supply uniforms to said employees, (summer and winter issue) on an as needed basis.

### **38. MILEAGE ALLOWANCE**

Whenever an employee shall be required to use his or her personal vehicle in any Employer connected business, he or she shall be entitled to an allowance of twenty cents (20¢) per mile. Additional expenses such as parking, tolls, etc. shall be reimbursed to the employee upon submission of a receipt and voucher.

**39. MANAGEMENT RIGHTS**

All of the rights, powers, and authority possessed by the Employer prior to the execution of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

#### **40. SUPERVISORS AND FOREMEN**

Foremen and assistant foremen shall not perform productive work which normally is performed by a non-supervisory employee, except in cases of:

- A. Emergency work; or
- B. Work performed for instruction; or
- C. Work that cannot be performed by a non-supervisory employee, because of lack of familiarity with the work.

#### **41. JOB VACANCIES**

A. All provisional promotions shall be limited to the job classification immediately above the classification of the person concerned, whenever practicable. Seniority for provisional promotion shall be given prime consideration.

B. When the Employer creates a new job within this bargaining unit, the Employer shall notify the Union President that a new job has been created and shall promptly post the job for bid on appropriate bulletin boards. All notices shall contain pertinent information concerning the job, including salary, and shall remain posted for six (6) working days. Thereupon, the bid shall be closed and the job awarded on the basis of seniority, qualification, and ability to perform the job. If one or more bids are received and all other criteria are equal, seniority shall prevail.

C. With reference to filling vacancies, employees in the line of work involved shall have first consideration in order of seniority.

D. Management shall present to and discuss with an employee, or at his request, with his representative, the reasons for selecting the employee of less seniority for a higher job on the basis of ability and qualifications rather than on the basis of seniority.

E. The determination of abilities and qualifications of an employee shall be made by the Employer.

**42. COMPUTATION ERRORS**

During the term of this Agreement, all computation errors shall be corrected and all corrections shall be made retroactive to the date of the error.

43. SAVINGS CLAUSE

It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in effect and become a part of this Agreement.

44. NO STRIKE OR LOCK-OUT

Neither the Union, any employee, or the Employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or lock-out. In the event that any employee violates the terms of the no strike clause, the Employer shall have the right to discharge or otherwise discipline such employee.

45. DURATION OF CONTRACT

A. This Agreement shall remain in full force and effect from July 1, 1985 until June 30, 1987.

B. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated and executed.

C. Negotiations for a successor agreement may be commenced by either party upon notice in writing at least sixty (60) days and no more than one hundred twenty (120) days prior to June 30, 1987.

46. HEADINGS

The headings used in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the parties and caused their proper corporate seals to be affixed the day and the year first above mentioned.

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

MIDDLESEX COUNCIL #7, NEW JERSEY CIVIL SERVICE ASSOCIATION

Sharon Greene

ATTEST: Union Representative

Robert Anthony

Robert Anthony, President

BOARD OF CHOSEN FREEHOLDERS

Marie J. MacWilliam

ATTEST: Marie J. MacWilliam  
Clerk of the Board

Stephen J. Capestro

Stephen J. Capestro, Director  
Board of Chosen Freeholders